# EXHIBIT H

## **Steven Winters**

From:

James Burrows

Sent:

Monday, June 3, 2024 5:32 AM

To:

legal@gatransportllc.com

Cc: Subject: OPS@GATRANSPORTLLC.COM RE: CS SATIRA / GAT - CP DD 07.07.2023 - COMMENCEMENT OF ARBTIRATION [MFB-

ACTIVEUK.FID87430]

Attachments:

CS Satira - XO - 09.06.2021 sign Chrts.pdf; Recap.pdf

Importance:

High

Dear Sir,

### **CS SATIRA / GAT - CP DD 07.07.2023**

We refer to the above captioned matter and to our previous correspondence.

As you are aware, disputes have arisen under the Charterparty which our clients now refer to arbitration.

The Charterparty contains the following law and jurisdiction provisions:

## Recap: 17) GOVERNING LAW:

ENGLISH LAW, LONDON ARBITRATION TO BE APPLIED.

#### Proforma Clause 54 - Law and Arbitration

London. This Charter Party shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Charter Party shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.

The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.

The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within fourteen (14) calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the fourteen (14) days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the fourteen (14) days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.

In accordance with the terms of the Charterparty, you are hereby notified that Owners have appointed Mr George Eddings as their party nominated arbitrator.

Mr Eddings' contact details are as follows:

Address:

8 Mary Ann Gardens London SE8 3DP Email: Case 3:24-6:7-00443-D-IN Document 1-9 Filed 06/17/24 Page 3 of 3 PageID# 96

Telephone: +44 (0) 7768365042

Please note that Mr Eddings' is appointed in respect of any and all disputes arising out of the Charterparty.

As per the Charterparty terms, Charterers have 14 days in which to appoint their nominated arbitrator in response to Mr Eddings' appointment. Should Charterers fail to appoint an arbitrator within **17 June 2024**, Mr Eddings will be appointed as sole arbitrator without any further notice.

Kind regards,

**James**